

READ CAREFULLY!!! THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.

COVID-19 PARENT/GUARDIAN ACKNOWLEDGMENT & ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (the "Agreement")

Child's Name: _____

Birth Date: _____

Primary Contact: _____

Email: _____

Address: _____

City: _____

Primary Phone: _____

Alt. Phone: _____

ACKNOWLEDGMENT & ASSUMPTION OF RISK

I, the undersigned Parent/Guardian responsible for my child's childcare placement, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of PLASP Child Care Services and its directors, officers, agents, representatives, employees, volunteers, members, participants, independent contractors, subcontractors, successors, and assigns (collectively "PLASP").

PLASP is re-opening its [NTD: insert name of centre] (the "Centre") during the COVID-19 pandemic and execution of this Agreement is a condition of my child's attendance at the Centre. In consideration of PLASP permitting my child's attendance at the Centre, I acknowledge and agree to the following terms:

- ✓ My child's attendance at the Centre (including but not limited to participation in activities at the Centre and transportation from and to the Centre) exposes my child, myself, other members of our family and third parties that reasonably come into contact with my child to contracting and spreading the virus which causes COVID-19 and which may cause, directly or indirectly, to all such persons serious bodily injury, including death, as well as property damage and/or economic losses (the "Risks"); and
- ✓ **I understand such Risks associated with my child's attendance at the Centre and I hereby freely accept and assume full responsibility for such Risks.**

WAIVER OF CLAIMS, RELEASE OF LIABILITY

I, the undersigned Parent/Guardian, agree as follows:

- ✓ I hereby waive any and all claims that I have or may have in the future against PLASP in connection with my child's attendance at the Centre that relate directly or indirectly to the contracting of the COVID-19 virus at the Centre (including in the course of transportation from and to the Centre); and
- ✓ I hereby release and forever discharge PLASP from any and all liability for all loss, damage, expense, injury, illness or disease (caused directly or indirectly by COVID-19), death, or property damage that my child, I, my executors or administrators, or any other party may suffer as a result of my child's attendance at the Centre due to ANY CAUSE WHATSOEVER, whether arising from the NEGLIGENCE, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.O. 1990, c.O2.), breach of contract, mistake or error of judgement of PLASP, or otherwise.

INDEMNITY AGREEMENT

I, hereby agree to indemnify and hold harmless PLASP from any and all damages, loss or expense (including legal costs) of any kind HOWSOEVER resulting from any and all claims, demands, causes of action of any kind whatsoever, including those involving negligence on the part of PLASP arising out of or connected with PLASP's operations of the Centre and my child's attendance, participation, and travel from and to the Centre.

I CONFIRM THAT I HAVE HAD READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP CERTAIN LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Parent/Guardian

Date

Signature of Parent/Guardian